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21 **UNITED STATES DISTRICT COURT**  
22 **CENTRAL DISTRICT OF CALIFORNIA**

23 GEORGE GONZALEZ,

24 Plaintiff,

25 v.

26 STATE OF CALIFORNIA; CITY OF  
HEMET; PATRICK SOBASZEK;  
ANDREW REYNOSO; SEAN IRICK;  
27 and DOES 1-10, inclusive,

Defendants.

Case No. 5:25-cv-00331-KK-DTB  
[Honorable Kenly Kiya Kato]  
Magistrate Judge David T. Bristow

28 **STIPULATED PROTECTIVE ORDER**

[Discovery Document: Referred to  
Magistrate Judge David T. Bristow]

1     1.    A.    **PURPOSES AND LIMITATIONS**

2              Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may  
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6 enter the following Stipulated Protective Order. The parties acknowledge that this  
7 Order does not confer blanket protections on all disclosures or responses to  
8 discovery and that the protection it affords from public disclosure and use extends  
9 only to the limited information or items that are entitled to confidential treatment  
10 under the applicable legal principles. The parties further acknowledge, as set forth  
11 in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
12 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
13 procedures that must be followed and the standards that will be applied when a  
14 party seeks permission from the court to file material under seal.

15             B.    **GOOD CAUSE STATEMENT**

16              The parties contend that this action is likely to involve trade secrets, other  
17 valuable research, development, commercial, financial, technical and/or  
18 proprietary information for which special protection from public disclosure and  
19 from use for any purpose other than prosecution of this action is warranted. Such  
20 confidential and proprietary materials and information consist of, among other  
21 things, Plaintiff's medical records, personally identifiable information,  
22 confidential communication and records, Defendant Officers' training and  
23 personnel records, and internal investigation materials and findings, confidential  
24 business or financial information, information regarding confidential business  
25 practices, or other confidential research, development, or commercial information  
26 (including information implicating privacy rights of third parties), information  
27 otherwise generally unavailable to the public, or which may be privileged or  
28 otherwise protected from disclosure under state or federal statutes, court rules,

1 case decisions, or common law. Accordingly, to expedite the flow of information,  
2 to facilitate the prompt resolution of disputes over confidentiality of discovery  
3 materials, to adequately protect information the parties are entitled to keep  
4 confidential, to ensure that the parties are permitted reasonable necessary uses of  
5 such material in preparation for and in the conduct of trial, to address their  
6 handling at the end of the litigation, and serve the ends of justice, a protective  
7 order for such information is justified in this matter. It is the intent of the parties  
8 that information will not be designated as confidential for tactical reasons and that  
9 nothing be so designated without a good faith belief that it has been maintained in  
10 a confidential, non-public manner, and there is good cause why it should not be  
11 part of the public record of this case.

12 **2. DEFINITIONS**

13       2.1 Action: this pending federal law suit.

14       2.2 Challenging Party: a Party or Non-Party that challenges the  
15 designation of information or items under this Order.

16       2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
17 how it is generated, stored or maintained) or tangible things that qualify for  
18 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
19 the Good Cause Statement.

20       2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
21 their support staff).

22       2.5 Designating Party: a Party or Non-Party that designates information  
23 or items that it produces in disclosures or in responses to discovery as  
24 “CONFIDENTIAL.”

25       2.6 Disclosure or Discovery Material: all items or information,  
26 regardless of the medium or manner in which it is generated, stored, or maintained  
27 (including, among other things, testimony, transcripts, and tangible things), that  
28 are produced or generated in disclosures or responses to discovery in this matter.

1       2.7    Expert: a person with specialized knowledge or experience in a  
2 matter pertinent to the litigation who has been retained by a Party or its counsel to  
3 serve as an expert witness or as a consultant in this Action.

4       2.8    House Counsel: attorneys who are employees of a party to this  
5 Action. House Counsel does not include Outside Counsel of Record or any other  
6 outside counsel.

7       2.9    Non-Party: any natural person, partnership, corporation, association,  
8 or other legal entity not named as a Party to this action.

9       2.10   Outside Counsel of Record: attorneys who are not employees of a  
10 party to this Action but are retained to represent or advise a party to this Action  
11 and have appeared in this Action on behalf of that party or are affiliated with a law  
12 firm which has appeared on behalf of that party, and includes support staff.

13       2.11   Party: any party to this Action, including all of its officers, directors,  
14 employees, consultants, retained experts, and Outside Counsel of Record (and  
15 their support staffs).

16       2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
17 Discovery Material in this Action.

18       2.13   Professional Vendors: persons or entities that provide litigation  
19 support services (e.g., photocopying, videotaping, translating, preparing exhibits  
20 or demonstrations, and organizing, storing, or retrieving data in any form or  
21 medium) and their employees and subcontractors.

22       2.14   Protected Material: any Disclosure or Discovery Material that is  
23 designated as “CONFIDENTIAL.”

24       2.15   Receiving Party: a Party that receives Disclosure or Discovery  
25 Material from a Producing Party.

26       **3.    SCOPE**

27       The protections conferred by this Stipulation and Order cover not only  
28 Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
2 compilations of Protected Material; and (3) any testimony, conversations, or  
3 presentations by Parties or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the  
5 trial judge. This Order does not govern the use of Protected Material at trial.

6 **4. DURATION**

7 Even after final disposition of this litigation, the confidentiality obligations  
8 imposed by this Order shall remain in effect (1) unless the information designated  
9 confidential was admitted into evidence at the time of trial, or (2) until a  
10 Designating Party agrees otherwise in writing or a court order otherwise directs.

11 Final disposition shall be deemed to be the later of (1) dismissal of all  
12 claims and defenses in this Action, with or without prejudice; and (2) final  
13 judgment herein after the completion and exhaustion of all appeals, rehearings,  
14 remands, trials, or reviews of this Action, including the time limits for filing any  
15 motions or applications for extension of time pursuant to applicable law.

16 **5. DESIGNATING PROTECTED MATERIAL**

17 **5.1 Exercise of Restraint and Care in Designating Material for**  
18 **Protection.** Each Party or Non-Party that designates information or items for  
19 protection under this Order must take care to limit any such designation to specific  
20 material that qualifies under the appropriate standards. The Designating Party  
21 must designate for protection only those parts of material, documents, items, or  
22 oral or written communications that qualify so that other portions of the material,  
23 documents, items, or communications for which protection is not warranted are  
24 not swept unjustifiably within the ambit of this Order.

25 Mass, indiscriminate, or routinized designations are prohibited.  
26 Designations that are shown to be clearly unjustified or that have been made for  
27 an improper purpose (e.g., to unnecessarily encumber the case development

28

1 process or to impose unnecessary expenses and burdens on other parties) may  
2 expose the Designating Party to sanctions.

3       If it comes to a Designating Party’s attention that information or items that  
4 it designated for protection do not qualify for protection, that Designating Party  
5 must promptly notify all other Parties that it is withdrawing the inapplicable  
6 designation.

7       5.2 Manner and Timing of Designations. Except as otherwise provided  
8 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
9 stipulated or ordered, Disclosure or Discovery Material that qualifies for  
10 protection under this Order must be clearly so designated before the material is  
11 disclosed or produced.

12       Designation in conformity with this Order requires:

13       (a) for information in documentary form (e.g., paper or electronic  
14 documents, but excluding transcripts of depositions or other pretrial or trial  
15 proceedings), that the Producing Party affix at a minimum, the legend  
16 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
17 contains protected material. If only a portion or portions of the material on a page  
18 qualifies for protection, the Producing Party also must clearly identify the  
19 protected portion(s) (e.g., by making appropriate markings in the margins).  
20 Whenever possible, the “CONFIDENTIAL legend” should be placed in the  
21 margins of the designated document. The “CONFIDENTIAL legend” should not  
22 obscure the contents of the document or material. (See Local Rule 11-3.1.)

23       A Party or Non-Party that makes original documents available for  
24 inspection need not designate them for protection until after the inspecting Party  
25 has indicated which documents it would like copied and produced. During the  
26 inspection and before the designation, all of the material made available for  
27 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
28 identified the documents it wants copied and produced, the Producing Party must

1 determine which documents, or portions thereof, qualify for protection under this  
2 Order. Then, before producing the specified documents, the Producing Party must  
3 affix the “CONFIDENTIAL legend” to each page that contains Protected  
4 Material. If only a portion or portions of the material on a page qualifies for  
5 protection, the Producing Party also must clearly identify the protected portion(s)  
6 (e.g., by making appropriate markings in the margins).

7 (b) for testimony given in depositions that the Designating Party  
8 identify the Disclosure or Discovery Material on the record, before the close of the  
9 deposition all protected testimony.

10 (c) for information produced in some form other than documentary and  
11 for any other tangible items, that the Producing Party affix in a prominent place on  
12 the exterior of the container or containers in which the information is stored the  
13 legend “CONFIDENTIAL.” If only a portion or portions of the information  
14 warrants protection, the Producing Party, to the extent practicable, shall identify  
15 the protected portion(s).

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
17 failure to designate qualified information or items does not, standing alone, waive  
18 the Designating Party’s right to secure protection under this Order for such  
19 material. Upon timely correction of a designation, the Receiving Party must make  
20 reasonable efforts to assure that the material is treated in accordance with the  
21 provisions of this Order.

22 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

23 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
24 designation of confidentiality at any time that is consistent with the Court’s  
25 Scheduling Order.

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
27 resolution process under Local Rule 37.1 et seq.

28

1       6.3   The burden of persuasion in any such challenge proceeding shall be  
2 on the Designating Party. Frivolous challenges, and those made for an improper  
3 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
4 parties) may expose the Challenging Party to sanctions. Unless the Designating  
5 Party has waived or withdrawn the confidentiality designation, all parties shall  
6 continue to afford the material in question the level of protection to which it is  
7 entitled under the Producing Party's designation until the Court rules on the  
8 challenge.

9       **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

10       7.1   Basic Principles. A Receiving Party may use Protected Material that  
11 is disclosed or produced by another Party or by a Non-Party in connection with  
12 this Action only for prosecuting, defending, or attempting to settle this Action.  
13 Such Protected Material may be disclosed only to the categories of persons and  
14 under the conditions described in this Order. When the Action has been  
15 terminated, a Receiving Party must comply with the provisions of section 13  
16 below (FINAL DISPOSITION).

17       Protected Material must be stored and maintained by a Receiving Party at a  
18 location and in a secure manner that ensures that access is limited to the persons  
19 authorized under this Order.

20       7.2   Disclosure of “CONFIDENTIAL” Information or Items. Unless  
21 otherwise ordered by the court or permitted in writing by the Designating Party, a  
22 Receiving Party may disclose any information or item designated  
23 “CONFIDENTIAL” only to:

24       (a)   the Receiving Party's Outside Counsel of Record in this Action, as  
25 well as employees of said Outside Counsel of Record to whom it is reasonably  
26 necessary to disclose the information for this Action;

27       (b)   the officers, directors, and employees (including House Counsel) of  
28 the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

5 (c) cooperate with respect to all reasonable procedures sought to be  
6 pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

15 9. **A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
16 **PRODUCED IN THIS LITIGATION**

17 (a) The terms of this Order are applicable to information produced by a  
18 Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
19 information produced by Non-Parties in connection with this litigation is protected  
20 by the remedies and relief provided by this Order. Nothing in these provisions  
21 should be construed as prohibiting a Non-Party from seeking additional  
22 protections.

23 (b) In the event that a Party is required, by a valid discovery request, to  
24 produce a Non-Party's confidential information in its possession, and the Party is  
25 subject to an agreement with the Non-Party not to produce the Non-Party's  
26 confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

9 (c) If the Non-Party fails to seek a protective order from this court within  
10 14 days of receiving the notice and accompanying information, the Receiving  
11 Party may produce the Non-Party's confidential information responsive to the  
12 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
13 Party shall not produce any information in its possession or control that is subject  
14 to the confidentiality agreement with the Non-Party before a determination by the  
15 court. Absent a court order to the contrary, the Non-Party shall bear the burden  
16 and expense of seeking protection in this court of its Protected Material.

## **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached as **Exhibit A**.

26

27 | //

1     **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
2     **OTHERWISE PROTECTED MATERIAL**

3     When a Producing Party gives notice to Receiving Parties that certain  
4     inadvertently produced material is subject to a claim of privilege or other  
5     protection, the obligations of the Receiving Parties are those set forth in Federal  
6     Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
7     whatever procedure may be established in an e-discovery order that provides for  
8     production without prior privilege review. Pursuant to Federal Rule of Evidence  
9     502(d) and (e), insofar as the parties reach an agreement on the effect of  
10    disclosure of a communication or information covered by the attorney-client  
11    privilege or work product protection, the parties may incorporate their agreement  
12    in the stipulated protective order submitted to the court.

13     **12. MISCELLANEOUS**

14       12.1 Right to Further Relief. Nothing in this Order abridges the right of  
15       any person to seek its modification by the Court in the future.

16       12.2 Right to Assert Other Objections. By stipulating to the entry of this  
17       Protective Order no Party waives any right it otherwise would have to object to  
18       disclosing or producing any information or item on any ground not addressed in  
19       this Stipulated Protective Order. Similarly, no Party waives any right to object on  
20       any ground to use in evidence of any of the material covered by this Protective  
21       Order.

22       12.3 Filing Protected Material. A Party that seeks to file under seal any  
23       Protected Material must comply with Civil Local Rule 79-5. Protected Material  
24       may only be filed under seal pursuant to a court order authorizing the sealing of  
25       the specific Protected Material at issue. If a Party's request to file Protected  
26       Material under seal is denied by the court, then the Receiving Party may file the  
27       information in the public record unless otherwise instructed by the court.

28       ///

1 **13. FINAL DISPOSITION**

2 After the final disposition of this Action, as defined in paragraph 4, within  
3 60 days of a written request by the Designating Party, each Receiving Party must  
4 return all Protected Material to the Producing Party or destroy such material. As  
5 used in this subdivision, “all Protected Material” includes all copies, abstracts,  
6 compilations, summaries, and any other format reproducing or capturing any of  
7 the Protected Material. Whether the Protected Material is returned or destroyed,  
8 the Receiving Party must submit a written certification to the Producing Party  
9 (and, if not the same person or entity, to the Designating Party) by the 60 day  
10 deadline that (1) identifies (by category, where appropriate) all the Protected  
11 Material that was returned or destroyed and (2) affirms that the Receiving Party  
12 has not retained any copies, abstracts, compilations, summaries or any other  
13 format reproducing or capturing any of the Protected Material. Notwithstanding  
14 this provision, Counsel are entitled to retain an archival copy of all pleadings,  
15 motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
16 correspondence, deposition and trial exhibits, expert reports, attorney work  
17 product, and consultant and expert work product, even if such materials contain  
18 Protected Material. Any such archival copies that contain or constitute Protected  
19 Material remain subject to this Protective Order as set forth in Section 4  
20 (DURATION).

21 **14.** Any violation of this Order may be punished by any and all appropriate  
22 measures including, without limitation, contempt proceedings and/or monetary  
23 sanctions.

24  
25 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**  
26  
27  
28

Dated: May 21, 2025

**LAW OFFICES OF DALE K. GALIPO  
LAW OFFICES OF GRECH, PACKER & HANKS**

/s/      Marcel F. Sincich

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*Attorneys for Plaintiff*

DATED: May 21, 2025

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By: /s/ Ashley Reyes

Ashley Reyes

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Dated: May 21, 2025

**MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP**

By: /s/ Khouloud Pearson

Eugene P. Ramirez

Andrea Kornblau

Khouloud Pearson

### *Attorneys for Defendants*

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

DATED: May 21, 2025

David T. Bristow  
Honorable David T. Bristow  
United States Magistrate Judge

**EXHIBIT A**

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

4 I, \_\_\_\_\_ [print or type full name], of  
5 \_\_\_\_\_ [print or type full address], declare under  
6 penalty of perjury that I have read in its entirety and understand the Stipulated  
7 Protective Order that was issued by the United States District Court for the  
8 Central District of California on \_\_\_\_\_ [date] in the case of *Gonzalez*  
9 *v. State of California et al.*, Case No.: 5:25-cv-00331-KK-DTB I agree to comply  
10 with and to be bound by all the terms of this Stipulated Protective Order and I  
11 understand and acknowledge that failure to so comply could expose me to  
12 sanctions and punishment in the nature of contempt. I solemnly promise that I will  
13 not disclose in any manner any information or item that is subject to this  
14 Stipulated Protective Order to any person or entity except in strict compliance  
15 with the provisions of this Order.

16 I further agree to submit to the jurisdiction of the United States District  
17 Court for the Central District of California for the purpose of enforcing the terms  
18 of this Stipulated Protective Order, even if such enforcement proceedings occur  
19 after termination of this action. I hereby appoint

20 [print or type full name] of \_\_\_\_\_ [print or type  
21 full address and telephone number] as my California agent for service of process  
22 in connection with this action or any proceedings related to enforcement of this  
23 Stipulated Protective Order.

25 | Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Printed name:

27 | City and State where sworn and signed: